SENATE BILL 6728

State of Washington 59th Legislature 2006 Regular Session

By Senators Fraser, Swecker, Fairley, Prentice, Spanel, Thibaudeau and Franklin

Read first time 01/19/2006. Referred to Committee on Water, Energy & Environment.

- 1 AN ACT Relating to seller disclosure of information concerning
- 2 unimproved real property zoned for residential use; and amending RCW
- 3 64.06.005 and 64.06.020.
- 4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:
- 5 **Sec. 1.** RCW 64.06.005 and 2002 c 268 s 8 are each amended to read 6 as follows:
- 7 This chapter applies only to residential real property. For 8 purposes of this chapter, residential real property means:
- 9 (1) Real property consisting of, or improved by, one to four 10 dwelling units;
- 11 (2) A residential condominium as defined in RCW 64.34.020(9),
- 12 unless the sale is subject to the public offering statement requirement
- in the Washington condominium act, chapter 64.34 RCW;
- 14 (3) A residential timeshare, as defined in RCW 64.36.010(11),
- 15 unless subject to written disclosure under the Washington timeshare
- 16 act, chapter 64.36 RCW; ((or))
- 17 (4) A mobile or manufactured home, as defined in RCW 43.22.335 or
- 18 46.04.302, that is personal property; or

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- 1 (5) Unimproved real property, including vacant lots in a plat or 2 subdivision, zoned for single-family residential dwelling units, except 3 for real property classified as farm and agricultural land or timber 4 land for assessment purposes under chapter 84.34 RCW.
- 5 **Sec. 2.** RCW 64.06.020 and 2004 c 114 s 1 are each amended to read 6 as follows:
- 7 (1) In a transaction for the sale of residential property, the 8 seller shall, unless the buyer has expressly waived the right to 9 receive the disclosure statement, or unless the transfer is exempt 10 under RCW 64.06.010, deliver to the buyer a completed seller disclosure 11 statement in the following format and that contains, at a minimum, the 12 following information:
- 13 INSTRUCTIONS TO THE SELLER
- 14 Please complete the following form. Do not leave any spaces blank. If
- 15 the question clearly does not apply to the property write "NA". If the
- 16 answer is "yes" to any * items, please explain on attached sheets.
- 17 Please refer to the line number(s) of the question(s) when you provide
- 18 your explanation(s). For your protection you must date and sign each
- 19 page of this disclosure statement and each attachment. Delivery of the
- 20 disclosure statement must occur not later than five business days,
- 21 unless otherwise agreed, after mutual acceptance of a written contract
- 22 to purchase between a buyer and a seller.
- 23 NOTICE TO THE BUYER
- 24 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
- 26 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 27 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 28 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 29 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
- 30 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 31 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
- 32 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 33 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
- 34 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
- 35 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER

36 THE TIME YOU ENTER INTO A SALE AGREEMENT.

- 1 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
- 2 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 3 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
- 4 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 5 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
- 6 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
- 7 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
- 8 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 9 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
- 10 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
- 11 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
- 12 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
- 13 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
- 14 WARRANTIES.
- 15 Seller . . . is/ . . . is not occupying the property.

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet. 20	16		I. SELI	LER'S DISCLOSUR	ES:
and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet. 20 21 []Yes []No []Don't know A. Do you have legal authority to sell the property? If no, please explain. 23 []Yes []No []Don't know *B. Is title to the property subject to any of the following? (1) First right of refusal 26 (2) Option 27 (3) Lease or rental agreement 28 []Yes []No []Don't know *C. Are there any encroachments, in available and not otherwise publicly recorded. If necessary, use any affect the Buyer's use of the	17	*If you an:	swer "Yes" i	to a question with an	asterisk (*), please explain your answer
19 1. TITLE 1. TITLE 21 [] Yes [] No [] Don't know 2. L. TITLE 22 [] Yes [] No [] Don't know 2. L. TITLE 23 [] Yes [] No [] Don't know 2. B. Is title to the property? If no, please explain. 24 25 (1) First right of refusal (2) Option 27 (3) Lease or rental agreement (4) Life estate? 29 [] Yes [] No [] Don't know 20 (4) Life estate? 29 [] Yes [] No [] Don't know 30 (5) Are there any encroachments, boundary agreements, or boundary disputes? 31 32 [] Yes [] No [] Don't know 35 (5) Are there any rights of way, easements, or access limitations that may affect the Buyer's use of the	18	•		•	
[] Yes [] No [] Don't know A. Do you have legal authority to sell the property? If no, please explain. [] Yes [] No [] Don't know *B. Is title to the property subject to any of the following? [] Yes [] No [] Don't know *B. Is title to the property subject to any of the following? [] Yes [] No [] Don't know *C. Are there any encroachments, boundary agreements, or boundary disputes? [] Yes [] No [] Don't know *C. Are there any rights of way, easements, or access limitations that may affect the Buyer's use of the	19				
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[] Yes [] No [] Don't know *B. Is title to the property subject to any of the following? (1) First right of refusal (2) Option (3) Lease or rental agreement (4) Life estate? [] Yes [] No [] Don't know *C. Are there any encroachments, boundary agreements, or boundary agreements, or boundary agreements, or boundary disputes? [] Yes [] No [] Don't know *D. Are there any rights of way, easements, or access limitations that may affect the Buyer's use of the	21	[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell
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(1) First right of refusal (2) Option (3) Lease or rental agreement (4) Life estate? (4) Life estate? (5) Don't know boundary agreements, or boundary disputes? (6) Life estate? (7) Life estate? (8) Life estate? (9) Life estate? (1) First right of refusal (3) Lease or rental agreement estate? (4) Life estate? (8) Lon't know boundary agreements, or boundary disputes? (8) Lease or rental agreement estate? (9) Life estate? (1) First right of refusal (2) Option (3) Lease or rental agreement (4) Life estate? (8) Don't know boundary agreements, or boundary estates estate	23	[] Yes	[] No	[] Don't know	*B. Is title to the property subject to
(2) Option (3) Lease or rental agreement (4) Life estate? (5) Lease or rental agreement (6) Life estate? (7) Lease or rental agreement (8) Lease or rental agreement (9) Lease or r	24				any of the following?
(3) Lease or rental agreement (4) Life estate? (29 [] Yes [] No [] Don't know *C. Are there any encroachments, or boundary agreements, or access limitations that may affect the Buyer's use of the	25				(1) First right of refusal
(4) Life estate? (5) [] Yes [] No [] Don't know boundary agreements, or boundary agreements, or boundary agreements, or boundary disputes? (6) Life estate? (7) Each of the end of the e	26				(2) Option
[] Yes [] No [] Don't know *C. Are there any encroachments, boundary agreements, or boundary agreements, or boundary disputes? [] Yes [] No [] Don't know *D. Are there any rights of way, easements, or access limitations that may affect the Buyer's use of the	27				(3) Lease or rental agreement
boundary agreements, or boundary disputes? 32 [] Yes [] No [] Don't know *D. Are there any rights of way, easements, or access limitations that may affect the Buyer's use of the	28				(4) Life estate?
disputes? [] Yes [] No [] Don't know *D. Are there any rights of way, easements, or access limitations that may affect the Buyer's use of the	29	[] Yes	[] No	[] Don't know	*C. Are there any encroachments,
[] Yes [] No [] Don't know *D. Are there any rights of way, easements, or access limitations that may affect the Buyer's use of the	30				boundary agreements, or boundary
easements, or access limitations that may affect the Buyer's use of the	31				disputes?
may affect the Buyer's use of the	32	[] Yes	[] No	[] Don't know	*D. Are there any rights of way,
3	33				easements, or access limitations that
35 property?	34				may affect the Buyer's use of the
	35				property?

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1 2 3	[] Yes	[] No	[] Don't know	*E. Are there any written agreements for joint maintenance of an easement or right of way?
4 5 6	[] Yes	[] No	[] Don't know	*F. Is there any study, survey project, or notice that would adversely affect the property?
7 8	[] Yes	[] No	[] Don't know	*G. Are there any pending or existing assessments against the property?
9 10 11 12 13	[]Yes	[] No	[] Don't know	*H. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?
14 15	[] Yes	[] No	[] Don't know	*I. Is there a boundary survey for the property?
16 17	[] Yes	[] No	[] Don't know	*J. Are there any covenants, conditions, or restrictions which affect the property?
18				2. WATER
19				A. Household Water
20				(1) The source of water for the
21				property is:
22				[] Private or publicly owned water
23				system
24 25				[] Private well serving only the subject property
26				*[] Other water system
27	[]Yes	[] No	[] Don't know	*If shared, are there any written
28				agreements?
29	[] Yes	[] No	[] Don't know	*(2) Is there an easement (recorded
30				or unrecorded) for access to and/or
31				maintenance of the water source?
32 33	[] Yes	[] No	[] Don't know	*(3) Are there any known problems or repairs needed?
34	[] Yes	[] No	[] Don't know	(4) During your ownership, has the
35				source provided an adequate year
36				round supply of potable water? If no, please explain.
37	[] Van	[]No	[] Don't know	
38 39	[] Yes	[] No	[] Don't know	*(5) Are there any water treatment systems for the property? If yes,
40				are they []Leased []Owned
41				B. Irrigation
42	[] Yes	[] No	[] Don't know	(1) Are there any water rights for
43				the property, such as a water right,
44				permit, certificate, or claim?
45	[] Yes	[] No	[] Don't know	*(a) If yes, have the water rights
46				been used during the last five
47				years?

1 2	[] Yes	[] No	[] Don't know	*(b) If so, is the certificate available?
3				C. Outdoor Sprinkler System
4 5	[]Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler system for the property?
6 7	[]Yes	[] No	[] Don't know	(2) If yes, are there any defects in the system?
8 9	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system connected to irrigation water?
10 11				3. SEWER/ON-SITE SEWAGE SYSTEM
12 13				A. The property is served by: [] Public sewer system, [] On-site sewage system
14 15				(including pipes, tanks, drainfields, and all other component parts) [] Other
16				disposal system, please describe:
17				
18 19	[] Yes	[] No	[] Don't know	B. If public sewer system service is available to the property, is the house
20				connected to the sewer main? If no,
21				please explain.
22				
23	[] Yes	[] No	[] Don't know	C. Is the property subject to any
24				sewage system fees or charges in
25				addition to those covered in your
26				regularly billed sewer or on-site sewage
27				system maintenance service?
28				D. If the property is connected to an
29				on-site sewage system:
30 31	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
32				construction, and was it approved by the local health department or
33				district following its construction?
34				(2) When was it last pumped:
35				
36	[]Yes	[] No	[] Don't know	*(3) Are there any defects in the
37	()	[]	[]==========	operation of the on-site sewage
38				system?
39			[] Don't know	(4) When was it last inspected?
40				
41				By Whom:
42			[] Don't know	(5) For how many bedrooms was
43				the on-site sewage system approved
44				?
45				bedrooms

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1 2 3 4	[]Ye	s	[] No	[] Don't k	now	laundry drain sewer/on-site	mbing fixtures, including n, connected to the sewage system? If no,
5 6	[] Ye	S	[] No	[] Don't l	now		been any changes or n-site sewage system?
7 8 9	[]Ye	s	[] No	[] Don't k	now	including the d	on-site sewage system, rainfield, located entirely undaries of the property? please explain.
11							
12	[] Ye	s	[] No	[] Don't l	now	H. Does the	on-site sewage system
13						require monit	oring and maintenance
14							frequently than once a
15						year? If	yes, please explain.
16	NOTI	CE. II	THE DE	CHDENITI A	DEALD		CLOCUDE
17 18						ROPERTY DISC R NEW CONST	RUCTION WHICH
19						LER IS NOT RE	
20	COM	PLETE	THE QUE	ESTIONS L	ISTED IN	ITEM 4. STRU	ICTURAL OR ITEM
21	5. SY	STEM	IS AND FIX	XTURES			
22						4. STRUCTU	RAL
23	[] Ye	s	[] No	[] Don't l	now	*A. Has the ro	of leaked?
24	[] Ye	s	[] No	[] Don't l	now	*B. Has the ba	sement flooded or
25						leaked?	
26	[] Ye	s	[] No	[] Don't l	now		e been any conversions,
27						additions, or re-	modeling?
28	[] Ye	S	[] No	[] Don't l	now	-	s, were all building
29	[] V-	_	LIN-	[] D41		permits ob	
30 31	[] Ye	S	[] No	[] Don't l	now		s, were all final s obtained?
32	[]Ye	s	[] No	[] Don't l	now	-	ow the age of the house?
33	.,					-	original construction:
34							
35	[] Ye	s	[] No	[] Don't l	now	*E. Has there l	been any settling,
36						slippage, or slic	ding of the property or its
37						improvements?	,
38	[] Ye	s	[] No	[] Don't l	now	*F. Are there a	any defects with the
39						following: (If	yes, please check
40						applicable item	s and explain.)
41		□ Fou	ındations		□ Decks		□ Exterior Walls
42		□ Chi	mneys		□ Interior	Walls	□ Fire Alarm
43		□ Doo	ors		□ Windov	ws	□ Patio
44		□ Cei	lings		□ Slab Fle	oors	□ Driveways
45		□ Poo	ols		□ Hot Tul	b	□ Sauna
46		□ Side	ewalks		□ Outbuil	dings	□ Fireplaces

1		□ Gai	age Floors	□ Walkwa	ays
2		□ Oth	ier	□ Wood S	ltoves
3 4 5	[] Yes	[] No	[] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
7 8 9	1] Yes	[] No	[] Don't know	H. During your ownership, has the property had any wood destroying organism or pest infestation?
10	1] Yes	[] No	[] Don't know	I. Is the attic insulated?
11	1] Yes	[] No	[] Don't know	J. Is the basement insulated?
12					5. SYSTEMS AND FIXTURES
13 14 15 16					*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain.
17 18 19]] Yes	[] No	[] Don't know	Electrical system, including wiring, switches, outlets, and service
20 21	[] Yes	[] No	[] Don't know	Plumbing system, including pipes, faucets, fixtures, and toilets
22	1] Yes	[] No	[] Don't know	Hot water tank
23]] Yes	[] No	[] Don't know	Garbage disposal
24]] Yes	[] No	[] Don't know	Appliances
25	1] Yes	[] No	[] Don't know	Sump pump
26	[] Yes	[] No	[] Don't know	Heating and cooling systems
27 28	[] Yes	[] No	[] Don't know	Security system [] Owned [] Leased
29					Other
30 31 32 33					*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)
34	1] Yes	[] No	[] Don't know	Security system
35	.1] Yes	[] No	[] Don't know	Tanks (type):
36	.1] Yes	[] No	[] Don't know	Satellite dish
37					Other:
38					6. COMMON INTERESTS
39 40 41	Ι] Yes	[] No	[] Don't know	A. Is there a Home Owners' Association? Name of Association
42]] Yes	[] No	[] Don't know	B. Are there regular periodic
43					assessments:
44 45					\$ per [] Month [] Year [] Other

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1 2	[] Yes	[] No	[] Don't know	*C. Are there any pending special assessments?
3 4 5 6 7 8	[]Yes	[] No	[] Don't know	*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas coowned in undivided interest with others)?
10				7. GENERAL
11 12	[] Yes	[] No	[] Don't know	*A. Have there been any drainage problems on the property?
13 14	[] Yes	[] No	[] Don't know	*B. Does the property contain fill material?
15 16 17 18	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
19 20	[] Yes	[] No	[] Don't know	D. Is the property in a designated flood plain?
21 22 23 24 25	[]Yes	[]No	[] Don't know	*E. Are there or have there ever been any substances, materials, or products on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas,
26 27 28				lead-based paint, fuel or chemical storage tanks, or contaminated soil or water ?
29 30 31	[] Yes	[] <u>No</u>	[] Don't know	*F. Has the property ever been used for industrial purposes in which soil contamination may have occurred?
32 33 34	[] Yes	[] No	[] Don't know	*G. Have transmission poles, transformers, or other utility equipment ever been buried on the property?
35 36	[] Yes	[] No	[] Don't know	*H. Has the property ever been used as a legal or illegal dumping site?
37 38 39	[] Yes	[] No	[] Don't know	*((G-[*F])) <u>I</u> . Has the property ever been used as an illegal drug manufacturing site?
40 41 42	[]Yes	[] No	[] Don't know	*((H-[*G])) <u>J</u> . Are there any radio towers in the area that may cause interference with telephone reception?
43 44				8. MANUFACTURED AND MOBILE HOMES
45 46				If the property includes a manufactured or mobile home,

1	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to the
2				home? If yes, please describe the
3				alterations:
4	[] Yes	[] No	[] Don't know	*B. Did any previous owner make any
5				alterations to the home? If yes, please
6				describe the alterations:
7	[] Yes	[] No	[] Don't know	*C. If alterations were made, were
8				permits or variances for these alterations
9				obtained?
10				9. FULL DISCLOSURE BY
11				SELLERS
12				A. Other conditions or defects:
13	[] Yes	[] No	[] Don't know	*Are there any other existing material
14				defects affecting the property that a
15				prospective buyer should know about?
16				B. Verification:
17				The foregoing answers and attached
18				explanations (if any) are complete and
19				correct to the best of my/our knowledge
20				and I/we have received a copy hereof.
21				I/we authorize all of my/our real estate
22				licensees, if any, to deliver a copy of
23				this disclosure statement to other real estate licensees and all prospective
25				buyers of the property.
26				
	DATE		SELLER	SELLER
27			NOTICE TO T	THE BUYER
28	INFORMA'	TION REG	ARDING REGISTER	RED SEX OFFENDERS MAY
29				ORCEMENT AGENCIES. THIS
30				M YOU OF WHERE TO OBTAIN
31 32			FFENDERS.	NDICATION OF THE PRESENCE OF
	REGISTER	LD SLA O	ITENDERS.	
33		II. BUY	ER'S ACKNOWLE	DGMENT
34		A.	Buyer hereby ackn	owledges that: Buyer has a duty to pay
35			-	any material defects that are known to
36			•	own to Buyer by utilizing diligent
37			attention and observ	
38		В.		forth in this statement and in any
39				statement are made only by the Seller and
40		~		te licensee or other party.
41		C.	, .	es that, pursuant to RCW 64.06.050(2),
42 43				are not liable for inaccurate information
13			provided by Seiler,	except to the extent that real estate

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licensees know of such inaccurate information.

D.	This information is for disclosure only and is not intended to
	be a part of the written agreement between the Buyer and
	Seller.
E.	Buyer (which term includes all persons signing the "Buyer's
	acceptance" portion of this disclosure statement below) has
	received a copy of this Disclosure Statement (including
	attachments, if any) bearing Seller's signature.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY 8 9 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME 10 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM 11 12 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO 13 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. 14 IF THE SELLER 15 DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE 16 THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE 17 AGREEMENT.

- - (2) If the disclosure statement is being completed for new construction which has never been occupied, the disclosure statement is not required to contain and the seller is not required to complete the questions listed in item 4. Structural or item 5. Systems and Fixtures.
 - (3) The seller disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential property. The seller disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee involved in the transaction, and shall not be construed as a warranty of any kind by the seller or any real estate licensee involved in the transaction.

--- END ---

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